

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MARTIN MENCY, LLC
FOR
REVENUE SHARING TRANSIT ADVERTISING
RFP 10-0603**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Martin-Mency, LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #10-0603, for services to manage the sale and placement of advertising on County public transit vehicles; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to administer and carry out the day-to-day functions associated with interior and exterior advertising on COUNTY transit vehicles.

Article 3. Scope of Work

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to procure, sell, install and maintain advertising on transit vehicles for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**.

3.2 This Agreement shall be effective for the three (3) year period immediately following the date of execution of the Agreement by the COUNTY. The COUNTY reserves the sole right to renew this Agreement for one (1) additional three (3) year period. Exercise of the renewal period requires the prior approval of the County's Director of Procurement Services. Prior to any renewal period, the COUNTY may consider an adjustment to price. The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY.

3.4 CONTRACTOR shall be responsible for keeping Advertising copy in good condition from normal wear and tear. COUNTY shall be responsible for keeping Advertising copy in clean condition.

3.5 The COUNTY reserves the right to display Public Service notices and announcements. COUNTY shall not be responsible for any costs or charges associated with posting public service advertising.

Article 4. Payment

4.1 The CONTRACTOR shall pay to COUNTY the fixed yearly guarantee funds or twenty percent (20%) of gross revenues actually received, whichever is greater, as indicated in the Revenue Sharing Methodology, attached hereto and incorporated herein as **Exhibit B**. All payments shall be made monthly in advance prior to the tenth (10th) day of the month.

4.2 CONTRACTOR shall present appropriate documentation quarterly of revenues generated and received from advertising placement within the transit system during the previous quarter, in a form that is acceptable to COUNTY. The revenue documentation shall be prepared according to generally accepted accounting principles and shall detail all advertisements placed on the transit vehicles. CONTRACTOR shall certify that the amount tendered accurately represents the full amount due for the specified time period.

4.3 Payments and supporting documentation shall be submitted in duplicate to the Finance Department at P.O. Box 7800, Tavares, Florida 32778. The documentation shall also be submitted to the Community Services Department at P.O. Box 7800, Tavares, Florida 32778. Any invoices for public service advertising shall contain the RFP number and a description of services and fees generated.

4.4 CONTRACTOR shall provide a complete audit of the advertising revenues every January following each year the Agreement is in effect. The percentage shall be figured and any additional payments due to the COUNTY shall be paid within thirty (30) days of the completed audit.

4.5 CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. County Responsibilities

5.1 COUNTY shall approve proposed placement of advertising in accordance with the COUNTY's Advertising Standards, attached hereto and incorporated herein as **Exhibit C**. All advertising shall be reviewed by COUNTY within thirty (30) days of submittal for approval by CONTRACTOR.

5.2 COUNTY shall promptly review the pricing proposals submitted by CONTRACTOR and provide direction to CONTRACTOR as needed. COUNTY shall designate County staff members to act as points of contact.

5.3 COUNTY will make the determination as to the size and location of advertising racks.

Article 6. Special Terms and Conditions

6.1 Qualifications. Firms or individuals shall have obtained at least the minimum thresholds of education and professional experience required to perform the services contained herein.

6.2 Termination. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30-day advance written notice, CONTRACTOR shall provide payment to COUNTY in accordance with section 4.1 of this Agreement, which shall be the pro rata fixed yearly guarantee funds or the percentage of gross revenues actually received, whichever is greater, upon termination of the Agreement.

B. Termination for Cause. The 30-day advance notice requirement is waived in the event of termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR. In the event of termination by the COUNTY for cause, CONTRACTOR shall provide payment to COUNTY in accordance with the foregoing provision.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000 (per accident)
Property Damage	\$100,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Garage Keepers Liability
Loss of Use

(v) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable policies.

(vi) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(vii) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(viii) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800.

(x) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xi) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xiii) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.5 Indemnity. CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONTRACTOR, its agents, employees, or representatives, in the performance of CONTRACTOR's duties set forth in this Agreement.

6.6 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Acceptance of Goods and Services. Any goods and/or service(s) rendered under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default.

6.8 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and

distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

6.9 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.10 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.12 Prohibition Against Contingent Fees. CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.13 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

6.14 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.15 Accuracy and Warranty. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, signs or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY'S Project Administrator. CONTRACTOR agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable products and services.

6.16 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and

remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

7.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.13 With the consent of CONTRACTOR, other agencies may utilize these services in accordance with the contract. Such services shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

7.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Patrick Mency
President
151 N.E. 166th Street
Miami, Florida 33162

If to COUNTY:

County Manager
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Cc: Ken Harley, Public Transportation Director

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.


8.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Revenue Sharing Methodology
Exhibit C	Advertising Standards

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 16th day of April, 2010 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

MARTIN-MENCY, LLC

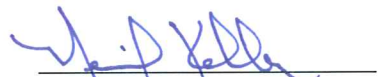

Name: Patrick Mency
Title: President


This 23 day of March, 2010.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida


Welton G. Cadwell, Chairman
This 8th day of April, 2010.

Approved as to form and legality:


Melanie N. Marsh
Acting County Attorney

EXHIBIT A

RFP Number: 10-0603

SCOPE OF SERVICES

2.1 Scope of Work:

Each proposal shall be made on the basis of and shall meet or exceed each of the requirements contained herein.

Lake County is seeking the services of an advertising sales firm to administer and carry out the day-to-day functions associated with interior and exterior transit advertising. The vendor selected to manage the sales and placement of advertising on vehicles providing public transportation for Lake County shall demonstrate its ability to manage all tasks related to the execution of this Revenue Sharing agreement. These tasks include: all client sales contracts, design, production or silk-screening services, posting and removing signs on vehicles providing public transportation for Lake County, billing, collecting revenues from clients, and other necessary or customary business practices. Advertising for goods and services shall comply with Lake County's advertising standards set forth in provision 2.6B..

2.2 Background Information:

The County is composed of 1,157 square miles, with 953 square miles of land area and 204 square miles of water area and 1400 lakes. According to the United States Census Bureau our population in 2006 was in excess of 280,000 people. Lake County currently operates forty (40) different vehicles for transportation within the County (Attachment 4)

The County will entertain king, queen, tail and headliner signs being installed.

County will also consider advertising on bus passes as well.

Prospective proposers are advised that advertisements for alcoholic beverages, liquor, and tobacco will not be accepted by Lake County.

County will be exploring advertising on shelters and benches and contractor and if permissible the scope may be modified to include those areas as well.

2.3 Proposer's Representative:

- A. If you intend to respond to this RFP, identify a liaison person that the County can send any communications regarding this RFP. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed above.
- B. You shall designate within your proposal package an individual acceptable to the County to act as the liaison between you and the County's designated representative(s) regarding the delivery of product(s) or performance of service(s) under the terms of the proposed contract.

2.4 Other Project Specific Requirement:

- A. The contractor shall be responsible for service and personnel to change, replace and clean advertising signs.
- B. The contractor shall be responsible for durable advertising signs produced in a process subject to the approval of Lake County Project Manager, to be determined.
- C. The contractor shall be responsible for a record and reporting system to substantiate billing, sales, commissions and payments to Lake County on a monthly basis.
- D. The contractor shall be responsible for services that are in strict compliance with all applicable laws and statutes of the United States, the State of Florida, ordinances, regulations or resolutions of Lake County.
- E. To acknowledge full liability and responsibility for any claim for damages resulting out of services performed under this agreement.
- F. Return all vehicles to original state and condition when wraps/signage comes off. Any damage and/or repainting to be paid by the proposer.
- G. Contractor shall procure, sell and install advertising in accordance with this section upon the vehicles utilized by the County for public transit at no cost to the County.
- H. There shall be no advertising for alcohol products, illegal drugs, or drug paraphernalia, tobacco, adult entertainment or political advertisement.
- I. All agreements for the placement of advertising shall be between the advertiser and contractor. Nothing herein shall be construed to create a contractual relationship between the County and such advertiser.
- J. Contractor will be responsible for setting the rates for advertising based upon the local market.
- K. Once the framing is installed on a vehicle it will become the property of the county.

2.5 Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to

promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

2.6 Lake County will provide:

- A. Exclusive rights (except when the County may want to have Public Safety notices posted in the buses with coordination through the contractor) to advertise space on the interior and exterior of all Lake County transit vehicles specified in the contract and as added or amended.
- B. The County will have final approval over all advertisements placed on any public transit vehicle.
- C. Determination as to the size and location of advertising racks.

Geographic advertising sales will not be permitted. The Lake County fleet is assigned based on mileage, and assigning buses to keep certain signs in certain areas will not be permitted.

2.7 Records & Right to Audit:

The contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

EXHIBIT B

Revenue Sharing Methodology



Martin-Mency, Inc. is pleased to present the following Financial Proposal to Lake County. Please note that the final payment to the County will be the greater of the annual guarantee or the percentage referred in the table below. Using this formula, the County will benefit from the security of a monthly guarantee coupled with the opportunity to share financially in the growth of advertising revenues. Due to the fact that this is a new program, and will require a considerable "ramp up" time period to generate advertising sales, our Company has been conservative with our revenue estimates. Although, given our experience in taking over similar programs with very limited advertising sales, we are confident we will surpass these estimates and the County will realize a much greater financial benefit.

Year	Estimated Revenues	Guarantee	Percentage
1	\$32,000	\$6,000	20% of gross advertising revenue
2	\$55,000	\$11,000	20% of gross advertising revenue
3	\$57,000	\$11,400	20% of gross advertising revenue

*Total payments to the County would be the fixed yearly guarantee (paid monthly in advance) or the percentage of revenues indicated - Whichever is greater.

Martin-Mency, Inc. will provide complete audited revenues(proceeds from advertising) every January following the contract year. The percentage will be figured and additional payments due paid to the County within 30 days.

EXHIBIT C

ADVERTISING STANDARDS

This advertising program for public transit vehicles is created and administered by Lake County, Florida. The advertising program is intended to be a nonpublic forum and is not intended to be used for public discourse. The purpose of the program is to raise revenue for Lake County. Commercial advertising is permitted on designated areas of transit vehicles in accordance with the commercial advertising standards, rules and policies.

The display of material pursuant to this advertising program does not necessarily state or reflect the opinion, viewpoint, or position of Lake County, its Board of County Commissioners, or its employees, and shall not be construed as an implicit or explicit endorsement of any opinion, viewpoint, position, service, product or good.

1. All advertising must be reviewed and approved by the County prior to placement in the transit system, and any advertising placed without prior County approval is subject to immediate removal.
2. The following kinds of advertisements are prohibited:
 - (a) Advertising associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.
 - (b) Advertising associated with alcoholic beverages, including but not limited to, beer, wine, and distilled spirits.
 - (c) Advertising associated with products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters.
 - (d) Advertising associated with products, services, or entertainment directed to sexual simulation.
3. The following categories of advertisements are prohibited:
 - (a) *Demeaning or disparaging.* Advertisement containing material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, or sexual orientation.
 - (b) *Profanity.* Advertisement containing profane language.
 - (c) *Firearms.* Advertisement containing an image or depiction of a firearm.
 - (d) *Violence.* Advertisement containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.
 - (e) *Unlawful goods or services.* Advertisement or any material contained in it, which promotes or encourages, or appears to promote or encourage, unlawful or illegal goods or services.
 - (f) *Unlawful conduct.* Advertisement or any material contained in it, which promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
 - (g) *Nudity.* Advertisement or any material contained in it, which has an image or depiction of nudity, or the appearance of nudity.
 - (h) *Endorsement.* Advertisement or any material contained in it, which implies or declares an endorsement by the County or the Board of County Commissioners.
 - (i) *Political.* Advertisement which includes but is not limited to advertisements identifying and urging support for or in opposition to a particular political issue, party or candidate for public office.
 - (j) *"Adult"-oriented goods or services.* Advertisement which promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
 - (j) *Potential Danger.* Advertisement which displays the word "stop," "drive," "danger" or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.